

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

CITY OF DALLAS,	§	FILED UNDER SEAL
Plaintiff,	§	
	§	
v.	§	Civil Action No. 3:15-cv-02069-K
	§	
DELTA AIR LINES, INC., <i>et al.</i> ,	§	
Defendants.	§	

**APPENDIX TO CITY OF DALLAS'S MOTION FOR LEAVE TO FILE A
SUPPLEMENT TO ITS MOTION FOR SUMMARY JUDGMENT
AND THE SUPPLEMENT**

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY
CITY OF DALLAS, TEXAS

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ATTORNEYS FOR THE CITY OF DALLAS

CERTIFICATE OF SERVICE

I hereby certify that on November 28, 2018, I electronically filed the foregoing document with the Clerk of Court for the United States District Court for the Northern District of Texas using the electronic case filing system of the Court. Service on all attorneys of record who are Filing Users will be automatically accomplished through Notice of Electronic Filing.

s/ Charles S. Estee
Charles S. Estee

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TAB 1

Virgin/Alaska Operations and Delta's Second Accommodation Request

Time	Gate A Virgin/Alaska	Gate B Virgin/Alaska	Delta Second Accommodation Request
6:00	X	X	RON, Depart 6:00 (Delta No. 1)
:10	X	X	RON, Depart 6:15 (Delta No. 2)
:20	X	X	
:30	X	X	
:40	X	X	
:50	X	X	
7:00	RON, Depart 7:05 V/A A-1	RON, Depart 7:00 V/A B-1	X
:10			X
:20	X		X
:30	X	X	X
:40	X	X	RON, Depart 7:45 (Delta No. 3)
:50	X	X	
8:00	RON, Depart 8:00 V/A A-2	X	
:10		RON, Depart 8:15 V/A B-2	
:20	X		
:30	X V/A A-3		
:40	X		
:50	X		
9:00	RON, Depart 9:00		
:10			
:20			Arrive 9:25 (Delta No. 4)
:30			X
:40			X
:50			X
10:00			Depart 10:00
:10			
:20			
:30			
:40			
:50			
11:00			
:10			
:20			
:30			
:40			

Virgin/Alaska Operations and Delta's Second Accommodation Request

:50			
12:00			
:10			
:20	Arrive 12:18 V/A A-4		
:30	X	Arrive 12:32 V/A B-3	
:40	X	X	
:50	X	X	
13:00	X	X	
:10	X	Depart 13:15	
:20	X		Arrive 13:25 (Delta No. 5) Arrive 13:27 (Delta No. 6)
:30	X	Arrive 13:34 V/A B-4	X
:40	X	X	X
:50	Depart 13:50	X	X
14:00		X	Depart 14:00 (Delta No. 5) Arrive 14:05 (Delta No. 7) Depart 14:05 (Delta No. 6)
:10		X	X
:20	Arrive 14:20 V/A A-5	X	X
:30	X	Depart 14:30	X
:40	X		X
:50	X		X
15:00	X		Depart 15:00 (Delta No. 7)
:10	Depart 15:10		
:20	Arrive 15:23 V/A A-6		
:30	X		
:40	X		
:50	X		
16:00	Depart 16:05		
:10			
:20			
:30			
:40	Arrive 16:43 V/A A-7		
:50	X		
17:00	X		
:10	X		
:20	Depart 17:25	Arrive 17:22	

Virgin/Alaska Operations and Delta's Second Accommodation Request

		V/A B-5	
:30		X	Arrive 17:35 (Delta No. 8)
:40	Arrive 17:45 V/A A-8	X	X
:50	X	X	X
18:00	X	X	X
:10	X	Depart 18:10	Depart 18:10
:20	Depart 18:25		
:30			
:40			
:50			
19:00			
:10			
:20			
:30			
:40			
:50			

20:00			
:10			
:20			
:30			Arrive 20:30, RON (Delta No. 9)
:40			X
:50	Arrive 20:55, RON V/A A-9		X
21:00	X		X
:10	X		X
:20	X		
:30	X	Arrive 21:33, RON V/A B-6	Arrive 21:30, RON (Delta No. 10)
:40		X	X
:50		X	X
22:00	Arrive 22:03, RON V/A A-10	X	X
:10	X	X	X
:20	X		
:30	X		Arrive 22:35, RON (Delta No. 11)
:40	X	Arrive 22:41, RON V/A B-7	X
:50		Arrive 22:57, RON V/A B-8	X
23:00		X	X

**Virgin/Alaska Operations and Delta's Second
Accommodation Request**

GAPS OR GATE SLOTS IN VIRGIN/ALASKA'S FIGHT OPERATIONS

Gate A

9:00 to 12:18 (198 minutes)

18:25 to 20:55 (150 minutes)

Gate B

8:15 to 12:32 (257 minutes)

14:30 to 17:22 (172 minutes)

18:10 to 21:33 (203 minutes)

TAB 2

PROPOSED DELTA ACCOMMODATION

Time	Gate A	Gate B
6:00	Flight operations may begin per Five Party Agreement	Flight operations may begin per Five Party Agreement
:10	X	X
:20	X	X
:30	X	X
:40	X	X
:50	X	X
7:00	RON, Depart 7:05 V/A A-1	RON, Depart 7:00 V/A B-1
:10		
:20	X	
:30	X	X
:40	X	X
:50	X	X
8:00	RON, Depart 8:00 V/A A-2	X
:10		RON, Depart 8:15 V/A B-2
:20	X	
:30	X	
:40	X	
:50	X	
9:00	RON, Depart 9:00 V/A A-3	
:10		
:20		Delta Request No. 4, Arrive 9:25
:30	Delta Request Nos. 1, 9 Arrive 9:30	X
:40	X	X
:50	X	X
10:00	X	X Depart 10:00
:10	X Depart 10:12	
:20		
:30		
:40		Delta Request Nos. 3, 11 Arrive 10:40
:50		X
11:00	Delta Request Nos. 2, 10 Arrive 11:00	X
:10	X	X
:20	X	X Depart 11:22
:30	X	
:40	X Depart 11:42	

PROPOSED DELTA ACCOMMODATION

:50		
12:00		
:10		
:20	Arrive 12:18 V/A A-4	
:30	X	Arrive 12:32 V/A B-3
:40	X	X
:50	X	X
13:00	X	X
:10	X	Depart 13:15
:20	X	
:30	X	Arrive 13:34 V/A B-4
:40	X	X
:50	Depart 13:50	X
14:00		X
:10		X
:20	Arrive 14:20 V/A A-5	X
:30	X	Depart 14:30
:40	X	
:50	X	
15:00	X	
:10	Depart 15:10	Delta Request No. 5 Arrive 15:10
:20	Arrive 15:23 V/A A-6	X
:30	X	X
:40	X	X
:50	X	X Depart 16:42
16:00	Depart 16:05	
:10		
:20		
:30		
:40	Arrive 16:43 V/A A-7	
:50	X	
17:00	X	
:10	X	
:20	Depart 17:25	Arrive 17:22 V/A B-5
:30		X
:40	Arrive 17:45 V/A A-8	X
:50	X	X

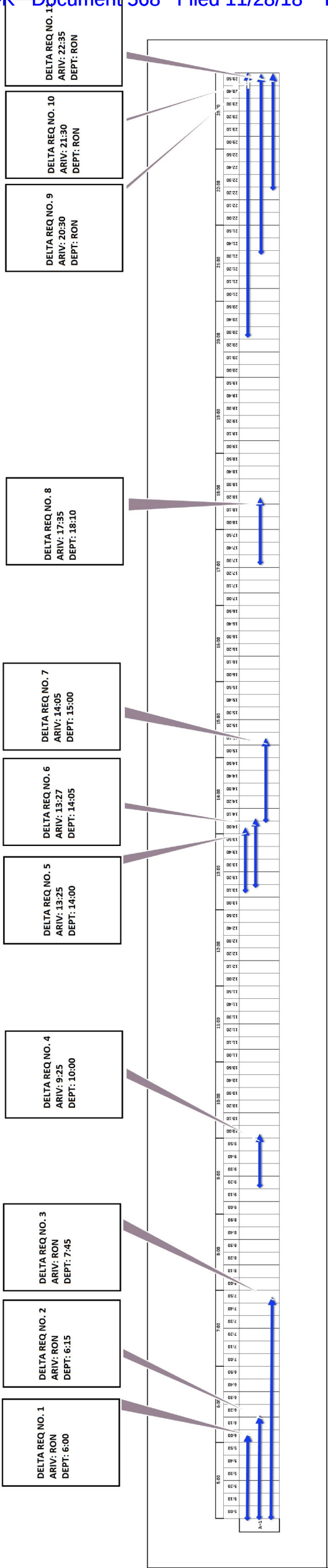
PROPOSED DELTA ACCOMMODATION

18:00	X	X
:10	X	Depart 18:10
:20	Depart 18:25	
:30		
:40		
:50		Delta Request No. 7 Arrive 18:50
19:00	Delta Request No. 6 Arrive 19:00	X
:10	X	X
:20	X	X
:30	X	X Depart 19:32
:40	X	
:50	X Depart 19:42	

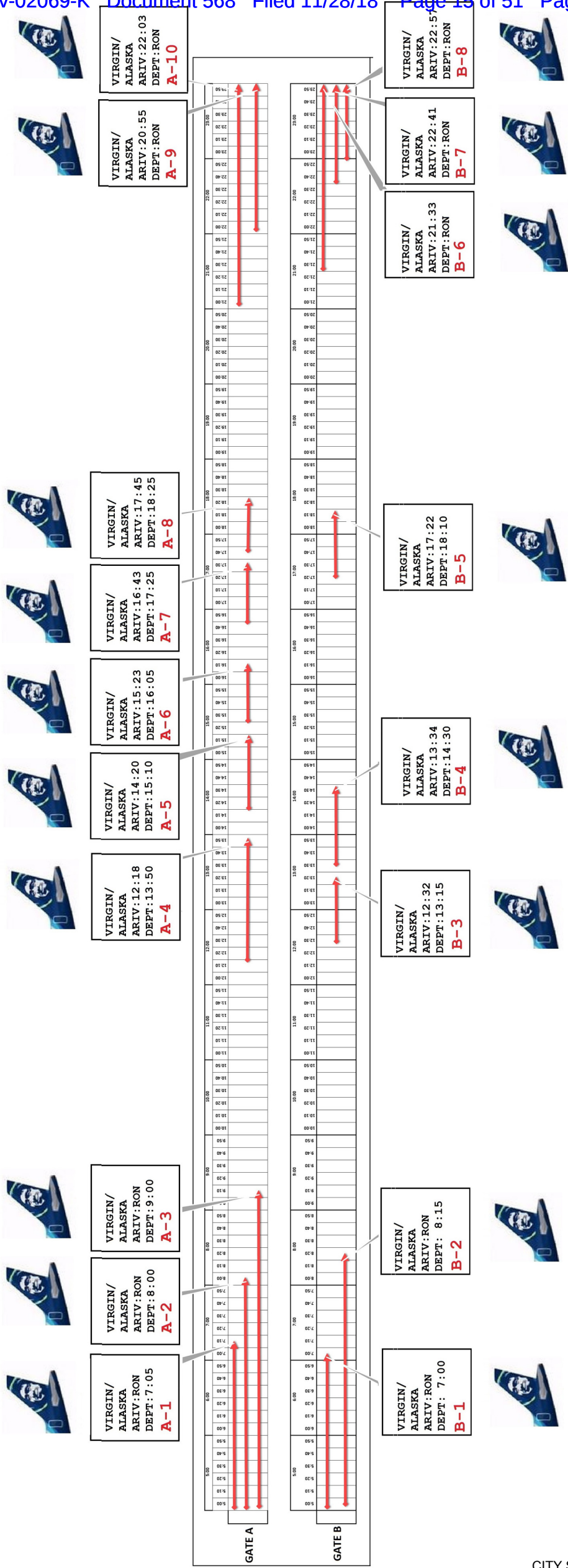
20:00		
:10		Delta Request No. 8 Arrive 20:10
:20		X
:30		X
:40		X
:50	Arrive 20:55, RON V/A A-9	X Depart 20:52
21:00	X	
:10	X	
:20	X	
:30	X	Arrive 21:33, RON V/A B-6
:40		X
:50		X
22:00	Arrive 22:03, RON V/A A-10	X
:10	X	X
:20	X	
:30	X	
:40	X	Arrive 22:41, RON V/A B-7
:50	X	Arrive 22:57, RON V/A B-8
23:00	Flight operations cease	Flight operations must cease

TAB 3

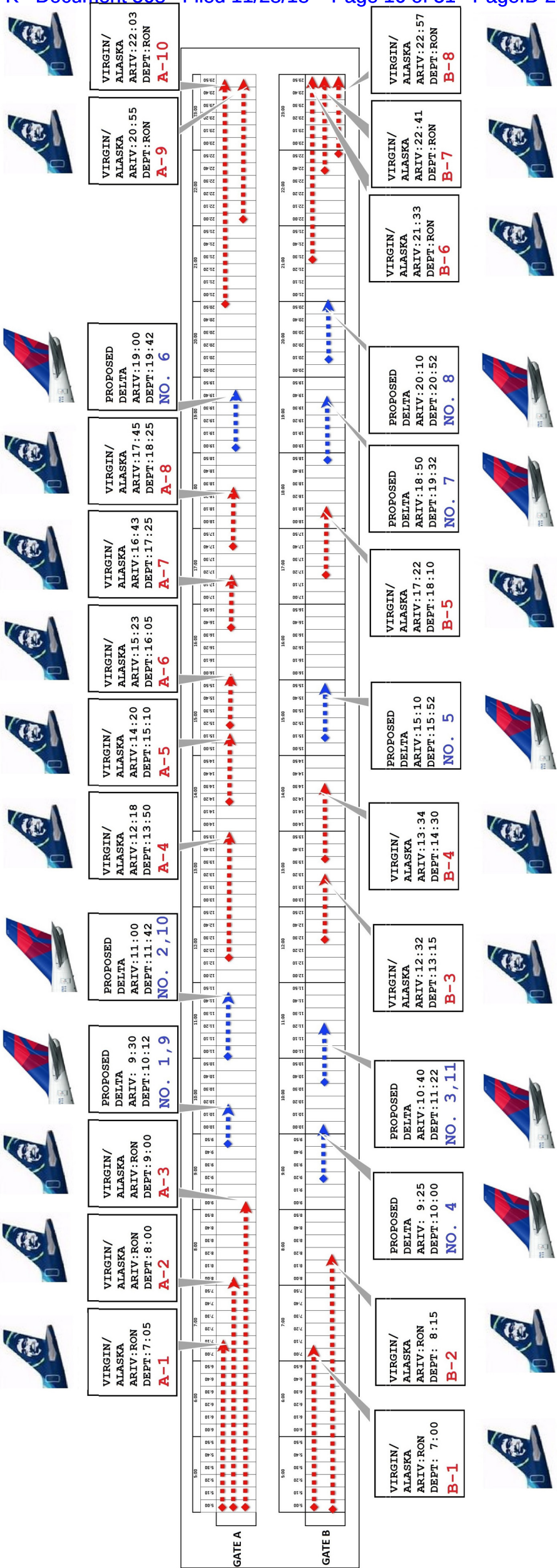
DELTA'S SECOND ACCOMMODATION REQUEST



VIRGIN/ALASKA'S REDUCED FLIGHT OPERATIONS



PROPOSED ACCOMMODATION OF DELTA'S SECOND REQUEST



TAB 4



Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW | Washington, DC 20036 | tel 202.663.8000 | fax 202.663.8007

Kenneth P. Quinn
tel 202.663.8898
kquinn@pillsburylaw.com

February 23, 2015

Mark Duebner
Director, Department of Aviation
City of Dallas
Dallas Love Field
8008 Cedar Springs Road, LB 16
Dallas, TX 753235-2852

Re: Notice of Intent to Operate Additional Flights Starting August 15,
2015

Dear Mr. Duebner:

On behalf of Delta Air Lines, Inc. ("Delta"), I am writing to advise the City of Dallas ("City") that Delta has made a request of the carriers operating at Dallas Love Field ("DAL") — Southwest Airlines ("Southwest"), Virgin America ("Virgin"), and SeaPort Airlines ("SeaPort") (collectively "DAL Airlines") — for voluntary accommodation for eight additional flights beginning August 15, 2015 pursuant to Section 4.06F of the City's Amended and Restated Lease of Terminal Building Premises ("Use Agreement") on terms outlined by the U.S. Department of Transportation ("DOT"),¹ a copy of which is attached hereto as Attachment A. In the event voluntary accommodation is not reached in a timely manner, Delta requests that the City begin the forced accommodation process prescribed by Section 4.06F of the Use Agreement.

As indicated in Attachment A, Delta has requested voluntary accommodation from the DAL Airlines as a first step in seeking accommodation under the Use Agreement.²

¹ This request is independent from Delta's pending request for accommodation of five flights submitted in July 2014 that Delta is pursuing separately and seeking immediate forced accommodation from the City ("July 2014 Accommodation Request"). See Letter from K. Quinn, Pillsbury Winthrop Shaw Pittman LLP, to W. M.S. Ernst, City of Dallas (Feb. 23, 2015).

² See Letter from K. Quinn, Pillsbury Winthrop Shaw Pittman LLP, to R. Kneisley, Southwest, T. Sieber, SeaPort Airlines, and J. Varley, Virgin America (Feb. 23, 2015)

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This request reflects the accommodation terms set forth by DOT and the City: (i) on-going accommodation as long as Delta continues to operate the accommodated schedule,³ (ii) accommodation is provided at reasonable fees comprised of the direct leasing costs for the *pro-rata* share of subleased facilities, plus reasonable administrative costs,⁴ and (iii) administrative costs are limited to fifteen percent (15%) of the direct leasing costs for the *pro-rata* share of subleased facilities.⁵

As shown on Attachment B, accommodation of Delta's eight flights can be accomplished on the 18 gates leased by Southwest based on an analysis of Southwest's published schedule as of the date of Delta's request, the "snapshot" date, looking forward 6-months from the "snapshot" date. While the schedules would require two 25 minute separation periods between Southwest flights (rather than the 30 minutes assumed for other flights) and would require sharing of up to three gates, the proposed schedule would not require any adjustment to Southwest's published arrival or departure times.

Delta will keep your office informed of the response to Delta's voluntary accommodation request.

Thank you for your consideration of this important matter.

Sincerely,



Kenneth P. Quinn

CC: The Honorable Kathryn Thomson, General Counsel, USDOT
Ronald Jackson, Assistant General Counsel for Operations, USDOT
Nancy Kessler, Senior Attorney, USDOT

³ See Letter from K. Thomson, DOT, to W. Ernst, City of Dallas at 2 (Dec. 17, 2014).

⁴ See *id.* at 3.

⁵ See City of Dallas, DAL Competition Plan Update (June 3, 2009) ("The City's current policy of limiting carriers to a 15 percent administrative fee is still in force.").

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Eduardo Angeles, FAA Associate Administrator for Airports
Daphne Fuller, Assistant Chief Counsel, FAA Airports & Environmental Law
Randy Fiertz, FAA Director, Office of Airport Compliance and Management
Analysis
Byron Huffman, Manager, Airports Division, FAA Southwest Region
Robert W. Kneisley, Associate General Counsel, Southwest Airlines Co.
A.C. Gonzalez, City Manager
Warren M.S. Ernst, City Attorney



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February 23, 2015

Via Email

Robert W. Kneisley
Associate General Counsel
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1901 L Street NW
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John Varley
Senior Vice President – General Counsel
Virgin America
555 Airport Freeway, FL2
Burlingame, CA 94010

Timothy F. Sieber
Executive Vice President
SeaPort Airlines
7505 NE Airport Way
Portland, OR 97218

Re: Voluntary accommodation at Dallas Love Field of Delta Air Lines, Inc.

Dear Bob, John, and Tim:

On behalf of Delta Air Lines ("Delta"), pursuant to Section 4.06 of the Amended and Restated Lease of Terminal Building Premises Agreement ("Use Agreement"), I am writing to request accommodation of eight new roundtrip flights at Dallas Love Field ("DAL") for Delta as set forth in Attachment A.¹ Consistent with the standards reflected in the Department of Transportation's ("DOT") December 17, 2014 letter to

¹ Delta's eight new flights will include two flights between DAL and each of the following cities: Atlanta, Georgia; Salt Lake City, Utah; Detroit, Michigan; and Minneapolis-St. Paul, Minnesota. This request is distinct from Delta's efforts to secure accommodation for its existing schedule of five daily DAL departures and arrivals, which both DOT and the City have determined must be accommodated in accordance with federal law and DAL's federal grant assurance obligations.

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the City of Dallas ("City"),² Delta is prepared to pay the "direct leasing costs for the *pro-rata* share of subleased facilities, plus a reasonable allowance for administration,"³ in this case, 15% of the *pro-rata* share of the subleased facilities.⁴

The Use Agreement and the Virgin America Love Field Commitment Agreement require accommodation of Delta's flights "at such times that will not unduly interfere"⁵ with the accommodating carrier's operating schedule. As of today, ample space exists to accommodate Delta's eight new roundtrip flights based on the accommodating carriers' current flight schedules.

We request a response within the next fourteen (14) days. By copy, we are simultaneously notifying the Dallas Department of Aviation ("DOA") of this request for voluntary accommodation under the accommodation procedures set forth under Section 4.06 of the Use Agreement. It is our hope, however, that we reach a permanent, consensual resolution without resort to mandated accommodation.

We kindly request your replies by March 9, 2015. Thank you for your consideration.

Sincerely,



Kenneth P. Quinn

cc: Peter Haskell, City of Dallas
The Honorable Kathryn Thomson, General Counsel, USDOT

² Letter from K. Thomson, DOT General Counsel, to W. Ernst, City of Dallas (Dec. 17, 2014).

³ Letter from K. Thomson, DOT General Counsel, to W. Ernst, City of Dallas (Dec. 17, 2014).

⁴ The City limits the administration fee to 15%. DAL 2009 Competition Plan Update, Letter from D. Weber, Director of Aviation, City of Dallas, to B. DeLeon, Director, Office of Airport Planning and Programming at 7 (June 3, 2009) (noting "current policy of limiting carriers to a 15 percent administrative fee is still in force").

⁵ Use Agreement § 4.06.F; Virgin Love Field Commitment Agreement, Ex.A, § 1.2.

February 23, 2015

Page 3

Todd Homan, USDOT
Cindy Baraban, Senior Attorney, USDOT
Richard B. Hirst, Delta Air Lines, Inc.
Mark Shaw, Southwest Airlines Co.
Robert Cohn, Hogan Lovells, Counsel to Virgin America
Roy Goldberg, Steptoe & Johnson, Counsel to Southwest Airlines Co.

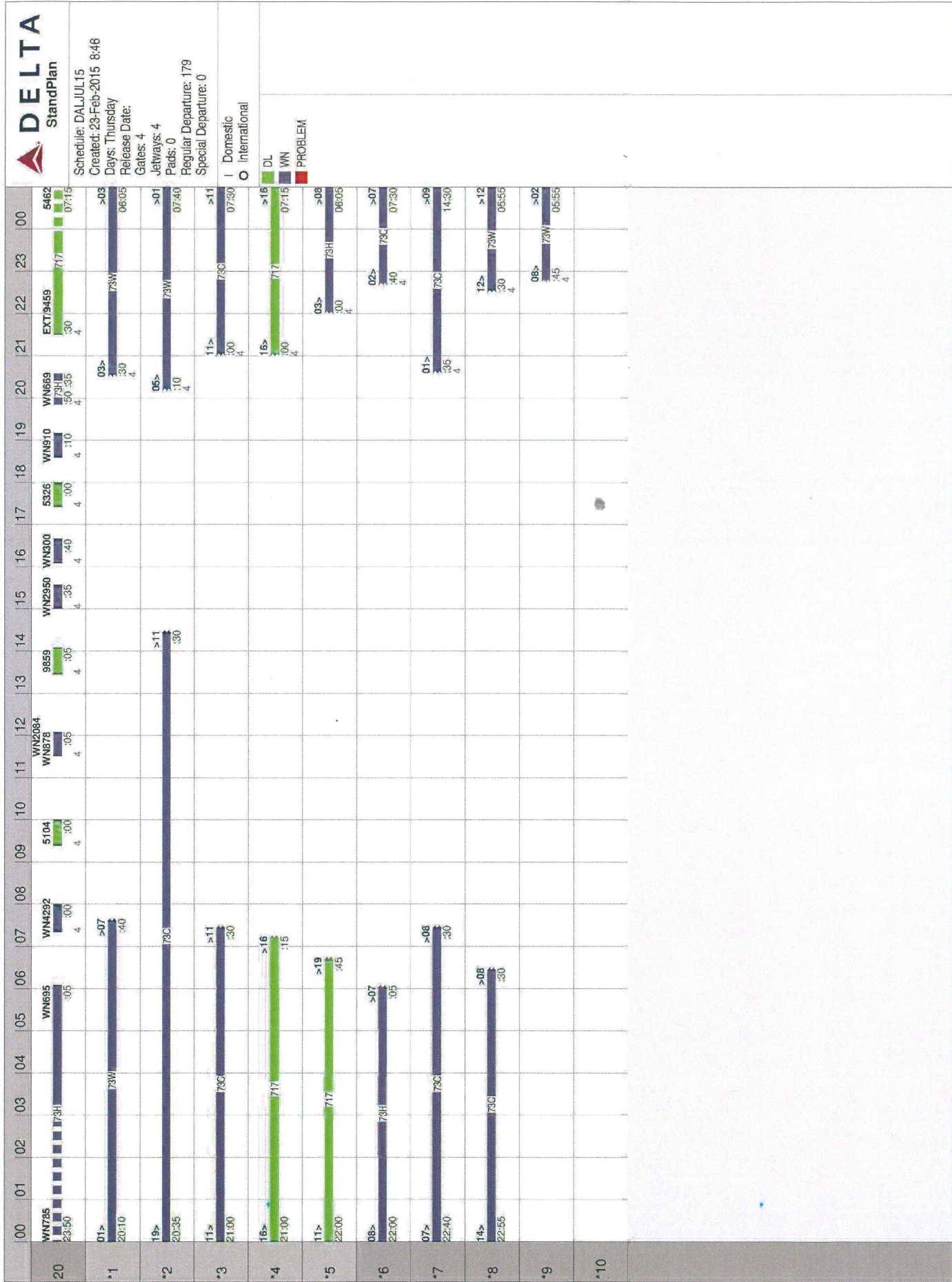
February 23, 2015

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ATTACHMENT A

ORIG	DEPT	DEST	ARR	EQP	FREQ		ORIG	DEPT	DEST	ARR	EQP	FREQ
DAL	10:00	MSP	12:30	DL 717	D		MSP	7:00	DAL	9:25	DL 717	D
DAL	18:10	MSP	20:40	DL 717	D		MSP	15:10	DAL	17:35	DL 717	D
DAL	6:15	SLC	8:00	DL 717	D		SLC	9:45	DAL	13:25	DL 717	D
DAL	14:00	SLC	15:45	DL 717	D		SLC	19:55	DAL	23:35	DL 717	D
DAL	7:45	DTW	11:30	DL 717	D		DTW	12:15	DAL	14:05	DL 717	D
DAL	15:00	DTW	18:45	DL 717	D		DTW	19:40	DAL	21:30	DL 717	D
DAL	6:00	ATL	9:05	DL 717	D		ATL	12:15	DAL	13:27	DL 717	D
DAL	14:05	ATL	17:20	DL 717	D		ATL	19:15	DAL	20:30	DL 717	D

Attachment B



DAL (1.21) P2

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DELTA0005275
Exhibit 231.0009

TAB 5

13 MR. FALCONER: Okay. Can you mark this,
14 please.

15 (Exhibit 1437 was marked for
16 identification.)

17 Q. (BY MR. FALCONER) The court reporter's going to hand
18 you what's been marked as Exhibit 1437.

19 A. Okay.

20 Q. Do you recognize Exhibit 1437?

21 A. Yes.

22 Q. Exhibit 1437 is a document that Virgin and Alaska
23 filed with the court in this case providing notice of
24 its flight schedule at Love Field, correct?

25 A. Yes.



800.211.DEPO (3376)
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CITY OF DALLAS v DELTA AIR LINES

September 28, 2018
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1 Q. And according to Exhibit 1437, as of October 2018,
2 Alaska Airlines is planning to operate 13 daily
3 flights at Love Field, correct?

4 A. Yes.

5 Q. You see that this document was filed with the Court
6 in middle of August of this year?

7 A. Yes.

8 Q. That is still Alaska's plan, even as we sit here
9 today, a month and a half later, 13 daily flights in
10 and out of Love Field for the foreseeable future,
11 correct?

12 A. Yes.

13 Q. Will you turn to the document that's at the back of
14 Exhibit 1437, it's marked as Exhibit 2.

15 A. Uh-huh. Yes.

16 Q. This is a breakdown of the times that Alaska is
17 going to fly and in and out of Love Field and the
18 destinations it'll fly to and from, correct?

19 A. Yes.

20 Q. And Exhibit 2 that's attached to Exhibit 1437 shows
21 three daily flights in and out of San Francisco and
22 LAX, two daily flights out of San Jose, Portland and
23 Seattle and then one out of San Jose, correct?

24 A. Yes.

25 Q. And this remains Alaska's current schedule -- or



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CITY OF DALLAS v DELTA AIR LINES

September 28, 2018
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1 sorry, currently planned schedule for Love Field for
2 the foreseeable future, correct?

3	A.	Yes.
---	----	------

4	Q.	Keep -- keep 1437 --
---	----	----------------------

5 A. Okay.

6 Q. -- handy, I'm going to ask you another question
7 about it but we're going to hand you Exhibit 1438
8 here first.

9 (Exhibit 1438 was marked for
10 identification.)

11 THE WITNESS: Thank you.

12 Q. (BY MR. FALCONER) Do you recognize Exhibit 1438 as a
13 document that Alaska has produced in discovery in
14 this case?

15	A.	Yes.
----	----	------

16	0. What is Exhibit 1438?
----	--------------------------

17 A. It's a listing of the frequency and the destinations
18 for period -- from September 2018 through August
19 2019.

20 Q. And beginning in November of 2018 and ending in
21 August of 2019, this schedule shows Alaska operating
22 13 daily flights at Love Field, correct?

23	A.	Yes.
----	----	------

24 Q. Is it -- does this Exhibit 1438 reflect the same 13
25 daily flights that we just looked at in Exhibit 1437?



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CITY OF DALLAS v DELTA AIR LINES

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1 A. Yes.

2 Q. Is Exhibit 1438 a complete and accurate summary of
3 Alaska's planned utilization of its subleased gates
4 at Love Field for the next twelve months?

5 A. At this current time.

6 Q. That's a yes?

7 A. Yes.

VIRGIN AMERICA INC. 30(b)(6), Confidential
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1 Q. Look at 1437, you looked at this earlier with Mr.
2 Falconer?

3 A. Okay.

4 Q. That's a file -- that's not the right document.
5 This is a -- a court filing?

6 A. Oh, never mind.

7 Q. Virgin America submission regarding flight schedule.

8 A. Yes.

9 Q. Do you see that?

10 A. Yes.

11 Q. All right. So this was a document that American --
12 I'm sorry, that Alaska filed with the Northern
13 District Court August 17, 2018, do you see that?

14 A. Yes.

15 Q. And so "Starting October 2018, Alaska is making the
16 following changes," let's read through these, all
17 right?

18 A. Yes.

19 Q. "2-A, Virgin/Alaska will stop flying between Love
20 Field and Washington Reagan airport and New York
21 LaGuardia, which will decrease its Love Field flights
22 by seven daily flights," correct?

23 A. Yes.

24 Q. "B, Virgin Alaska will add one new daily flight
25 between Love Field and Portland," right?



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CITY OF DALLAS v DELTA AIR LINES

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1 A. Yes.

2 Q. "C, Virgin Alaska will add one new daily flight from
3 Love Field to San Jose," did I read that correctly?

4 A. Yes.

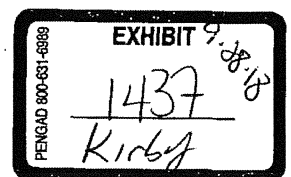
5 Q. So the net effect of these changes is a decrease of
6 five daily flights, right?

7 A. Yes.

8 Q. Therefore from October 2018 on, Alaska's current
9 plans are that it will operate 13 daily flights at
10 Love Field?

11 A. Yes.

TAB 6



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The net effect of these changes is a decrease of five (5) daily flights. Therefore, from October on, under current plans, Virgin/Alaska will operate thirteen (13) daily flights at Love Field, between Los Angeles, San Francisco, Seattle, Portland, and San Jose.

Virgin/Alaska is evaluating further plans for additional gate usage at Love Field. There are no discussions with any carrier about subleasing all or any portion of Virgin/Alaska's gate capacity at Love Field.

Exhibit 1 to this filing contains a visual representation of the Virgin/Alaska gate usage on a daily basis for the two gates at Love Field under the new schedule ("Winter A"), as compared to the current schedule ("Fall"). The colored bars represent the time an aircraft is on the ground, and the triangles represent when the aircraft departs or arrives.

Exhibit 2 also shows each of the daily flights planned for the new schedule, including information regarding arrival/departure times, origin and destination, aircraft equipment, and seating, as generated by Virgin/Alaska's internal systems.

Virgin/Alaska makes this submission at the Court's request and reserves its relevant rights, including under the Love Field Commitment Agreement with the City of Dallas.

Date: August 17, 2018

Respectfully submitted,

s/Barry Barnett

Barry Barnett

State Bar No. 01778700

Susman Godfrey L.L.P.

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Dallas, Texas 75225

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**ATTORNEYS FOR VIRGIN AMERICA,
INC.**

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of August, 2018, my office submitted a true and correct copy of this Virgin America's Notice of Submission Regarding Flight Schedule to the Clerk of the Court of the United States District Court, Northern District of Texas, using the CM/ECF system, and served a copy of it on all counsel that have appeared in this case through this Court's electronic filing system.

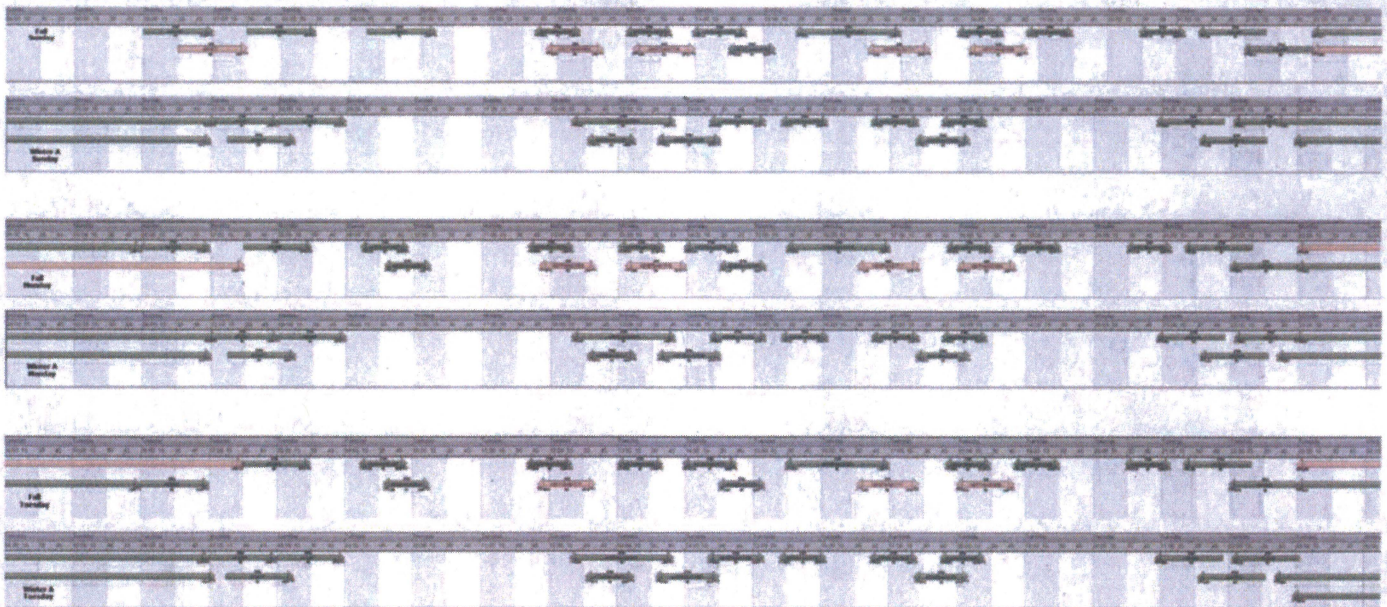
s/Barry Barnett

Barry Barnett

Case 3:15-cv-02069-K Document 504-1 Filed 08/17/18 Page 1 of 3 PageID 20265

EXHIBIT 1

Case 3:15-cv-02069-K Document 504-1 Filed 08/17/18 Page 2 of 3 PageID 20266
Alaska Airlines - DAL 2018 Fall_Winter A Gate Comparison



Case 3:15-cv-02069-K Document 504-1 Filed 08/17/18 Page 3 of 3 PageID 20267



EXHIBIT 2

Schedule Daily Bank Structure Report for AS Passenger (Air - All) flights from DAL for travel on November 12, 2018

Seats	Equip	Mkt AI	Flight	Stops	Orig	Dep Time	Hub Time	Arr Time	Dest	Stops	Mkt AI	Flight	Equip	Seats
							0700	0916	SJC	0	AS	3428	E75	76
							0705	0928	PDX	0	AS	3383	E75	76
							0800	0946	LAX	0	AS	3321	E75	76
							0815	1055	SEA	0	AS	3437	E75	76
							0900	1103	SFO	0	AS	3497	E75	76
76	E75	AS	3404	0	SFO	0700	1232							
76	E75	AS	3320	0	LAX	0800	1303							
							1315	1447	SAN	0	AS	3423	E75	76
76	E75	AS	3308	0	PDX	0750	1345							
							1350	1536	LAX	0	AS	3323	E75	76
76	E75	AS	3360	0	SEA	0810	1426							
							1430	1633	SFO	0	AS	3395	E75	76
							1510	1726	SJC	0	AS	3329	E75	76
76	E75	AS	3461	0	SJC	0955	1523							
							1605	1845	SEA	0	AS	3379	E75	76
76	E75	AS	3322	0	LAX	1110	1613							
							1715	1901	LAX	0	AS	3325	E75	76
76	E75	AS	3406	0	SFO	1150	1722							
76	E75	AS	3465	0	PDX	1200	1745							
							1810	2013	SFO	0	AS	3481	E75	76
							1825	2048	PDX	0	AS	3361	E75	76
76	E75	AS	3306	0	SAN	1555	2055							
76	E75	AS	3324	0	LAX	1630	2133							
76	E75	AS	3328	0	SJC	1635	2203							
76	E75	AS	3438	0	SEA	1625	2241							
76	E75	AS	3408	0	SFO	1725	2257							

Diio Mi Schedule Daily Bank Structure Report run on July 17, 2018 by AS-NH with Parameters:

Marketing Airlines AS
 Trip Origin DAL
 Orig/Dest Country/Region
 Stage Length 0 To 25000 Miles
 Stops 0
 Seats Lower Bound 0 Seats Upper Bound 999
 Show Operating Airlines? No
 Include Restricted Flights? Yes
 Show Airport Terminals? No
 Service Type Passenger (Air - All)
 Travel Period on November 12, 2018
 Show overlapping markets in both directions? No (Half Alpha)

TAB 7

Schedule Weekly Dynamic Table Report for AS, VX, K5, K5 nonstop Passenger (Air - All) flights from DAL to for travel between September 2018 and August 2019

All flights, seats, ASMs, and other metrics are reported per week from one sample week per month. Please see the 'Data Date Ranges' page under the 'Codes and Dates' menu for sample week dates.
 All flight and seat counts based on the month's sample week (see 'Codes & Dates' tab for sample week dates).

Airline Code	Date	Origin Code	Destination Code	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	TOTAL
AS	DAL	DAL	DCA	3	3	3	3	3	3	3	3	3	3	3	3	6
AS	DAL	DAL	LAX	3	3	3	3	3	3	3	3	3	3	3	3	36
AS	DAL	DAL	LGA	4	4	4	4	4	4	4	4	4	4	4	4	8
AS	DAL	DAL	PDX	1	1	1	2	2	2	2	2	2	2	2	2	22
AS	DAL	DAL	SAN	1	1	1	1	1	1	1	1	1	1	1	1	12
AS	DAL	DAL	SEA	2	2	2	2	2	2	2	2	2	2	2	2	24
AS	DAL	DAL	SFO	3	3	3	3	3	3	3	3	3	3	3	3	36
AS	DAL	DAL	SJC	1	1	1	2	2	2	2	2	2	2	2	2	22
TOTAL				18	18	18	13	13	13	13	13	13	13	13	13	166

Schedule Weekly Dynamic Table Report run on September 27, 2018 by AS-JK with Parameters:

AS, VX, K5, K5

Marketing Airline Codes

Operating Airline Codes

Alliance

Origin Airports

Origin Region

Destination Airports

Destination Region

Markets

Stage Length

Stops

Seats Lower Bound

Equipment

Include Restricted Flights?

Include Both Directions?

Use Data Loaded

Service Type

Column Fields

Row Fields

Data Fields

Travel Period

Data Groupings

Days of Week

Show overlapping markets in both directions?

None

DAL

ALL

ALL

ALL

0 To 25000 Miles

0

0 Seats Upper Bound 999

All Equipment

No

No

This Week

Passenger (Air - All)

Time Period (Match Input)

Marketing Airline Code, Origin Code, Destination Code

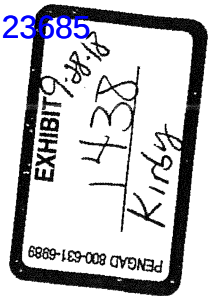
Flights

between September 2018 and August 2019

In Columns

Mon: no Tue: no Wed: no Thu: yes Fri: no Sat: no Sun: no

No (Half Alpha)



TAB 8



Delta Air Lines, Inc.
Post Office Box 20706
Atlanta, Georgia 30320-6001

June 13, 2014

Mr. Chris Czarnecki
Manager – Properties
Southwest Airlines Co.
2702 Love Field Drive
Dallas, TX 75235-1611

Dear Chris;

Delta Air Lines, Inc. ("Delta") has provided Air Service from Love Field ("DAL") since July, 2009. Due to the limitations of available leasable real estate as a result of the Amended and Restated Lease of Terminal Building Premises (Airport Use and Lease Agreement) ("the lease"), approved by the Dallas City Council by resolution No. 08-3405, on December 10, 2008, Delta has been operating in American Airlines, Inc. ("AA"), premises under a sublease.

With the completion of the Love Field Modernization Program, our operation is scheduled to relocate to the new facility at the end of September, 2014. With this relocation, AA has sent Delta a notice terminating our sublease, effective October, 12, 2014.

Delta will continue providing Air Service from DAL after this date, with 6 daily round trip flights to ATL. The published schedule is as follows:

<u>OUTBOUND</u>		<u>INBOUND</u>	
<u>Flight</u>	<u>From/To Leave</u>	<u>Flight</u>	<u>From/To Arrive</u>
2410DAL/ATL	06:00	2428ATL/DAL	09:30
2428DAL/ATL	10:05	2467ATL/DAL	12:00
2467DAL/ATL	12:35	2445ATL/DAL	13:50
2445DAL/ATL	14:25	2463ATL/DAL	16:55
2463DAL/ATL	16:30	2485ATL/DAL	18:15
2485DAL/ATL	18:50	2409ATL/DAL	21:05 (<u>RON</u>)

Section 4.06 (F) of the lease, Accommodation of Requesting Airlines requires that a requesting airline must contact all Signatory Airlines in writing with our request. Please accept this as Delta's formal request for access to the following space in order to provide our published schedule service:

1. Gate
2. Two ticket counter positions with appropriate queuing
3. ATO and operations space

EXHIBIT	48
WIT:	
DATE:	9-11-15
JULIE BRANDT, RMR, CRR	

DELTA0012050
CITY SUPP APPX 36

Page 2

We look forward to hearing back from you on your availability to accommodate Delta's operation at DAL.

Sincerely;



Mike Anastas
Regional Director
Delta Air Lines, Inc.

Cc Mark Duebner – Director of Aviation
Carolina Roa Meza – Executive Manager for Real Estate

CITY SUPP APPX 37

DELTA0012051

TAB 9

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day appeared Charles Estee who is personally known to me, and who, after being duly sworn according to law, upon oath deposed and said:

“My name is Charles Estee. I am an attorney licensed to practice law in the State of Texas and before this Court. I am competent to testify, I have personal knowledge of the matters stated herein, and they are true and correct. I have been employed by the City of Dallas as an assistant city attorney since 2000. Abbreviations and naming conventions previously used in the City’s filings in this case are used in this affidavit.

I am one of the attorneys representing the City of Dallas (“City”) in the action styled and numbered *City of Dallas v. Delta Air Lines, Inc., et al.*, Civil Action No. 3:15-CV-02069-K (N. D. Tex.).

Attached as Tab 4 is a true and correct copy of Exhibit 231 from depositions and the preliminary injunction hearing in this case. It was also referenced as Exhibit 98. It is a letter dated February 23, 2015 from Delta’s counsel. It was also filed in the appendix supporting Delta’s request for a temporary restraining order and the appendix supporting the City’s motion for summary judgment, respectively, at ECF No. 24 at 57-65 and 438-1 at 152-160.

Attached as Tab 5 is a true and correct copy of an excerpt of the deposition of John Kirby. He was deposed on September 28, 2018 and was designated and testified as a corporate representative for Alaska Airlines.

Attached as Tab 6 and Tab 7 are true and correct copies of Exhibits 1437 and 1438, respectively, from that deposition. Exhibit 1437 is also a copy of a filing by Virgin/Alaska filed as ECF Number 504, 504-1, and 504-2.

Attached as Tabs 1, 2, and 3 are summaries and depictions of Virgin/Alaska flight operations as indicated in Tab 6, Delta’s second accommodation request as indicated in Tab 4, and a possible accommodation of Delta’s second request.

Attached as Tab 8 is a true and correct copy of Exhibit 48 from depositions and the preliminary injunction hearing in this case. It was also filed with the appendix in support of Delta's motion for summary judgment at ECF No. 363-1 at 233-234.

I am one of the custodians of records for the Dallas City Attorney's Office and I am familiar with the manner with which its records are created and maintained. It was the regular course of business for the City's Attorney's Office for an employee with knowledge of the act, event, or condition to make a record or to transmit information thereof to be included in such record, and that such records be made at or near the time, or reasonably soon thereafter. The attached items, except for Tabs 1-3, are true and correct copies of the City's records and the above referenced items. The records were documents to which the City was a party or copied or were produced pursuant to discovery and/or admitted as evidence at the preliminary injunction hearing in this case.

Further, Affiant sayeth not."



CHARLES S. ESTEE

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 28th day of November
2018.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

